of the Code to revoke a license to sell liquor, the notice is sufficient if it states the charges in general terms; provided, they are stated with sufficient certainty to enable the person whose license is sought to be revoked to understand the ground upon which the revocation will be asked. The proceeding is a summary one, and such strict and technical rules as are applied to indictments and other forms of accusation in criminal prosecutions will not be required. A notice is sufficient which states the charges as "selling and causing to be sold to minors, whiskey, wine and beer."

3. REVOCATION OF LIQUOR LICENSE—*Evidence—Indictments for selling to minors—Sale to minors prior to date of existing license.* In a proceeding under sec. 560 of the Code to revoke a license to sell liquor on the charge that defendant had been guilty of selling liquor to minors, it is competent to offer in evidence a number of indictments found in the same court against the same defendant for selling liquor to minors, and also to receive the evidence of a minor that within twelve months prior to the time when the license sought to be revoked took effect the said minor had purchased intoxicating liquors of the defendant. The whole matter being heard and determined by the court, it is not confined to the strict rules of evidence which obtain upon the trial of an issue before a jury, but great latitude is allowed the court in order that it may be satisfied whether or not it has entrusted the sale of liquor to an unfit person, or whether the privilege granted has been abused.

RAUB v. OTTERBACK.—Decided at Richmond, January 23, 1896.—*Harrison*, J:

1. RES JUDICATA—*Final judgment on merits conclusive.* To a *scire facias* to revive a decree, defendants plead *nul tiel record* and the act of limitations. On these pleas issue was joined, and there was a final general judgment in favor of the defendants. This ended all right in the plaintiff to enforce said decree against the defendants either at law or in equity.

2. ATTACHMENT—*Levy—Description of land.* The levy of attachment in equity on real estate must contain such general description of the real estate and describe it with such substantial accuracy that it may be easily identified, when conveyed, by looking alone to the levy, without the aid of extrinsic evidence.

STAUDE AND OTHERS v. KECK AND OTHERS.—Decided at Richmond, February 6, 1896.—*Cardwell*, J:

MULTIFARIOUSNESS—*Antagonistic interests among complainants—Case at bar.* In dealing with the question of multifariousness courts of equity look particularly to the question of convenience in the administration of justice. If this can be accomplished in the mode adopted without such injury to one or more of the parties as to render it inequitable to accomplish the general convenience at his expense, the bill will not be declared multifarious. But a bill to set aside, as fraudulent, a deed made by a husband to his wife, which shows that the interests of the complainants are antagonistic to each other, and prays relief not only against the husband and wife, but against another defendant as to matters not connected with the supposed fraud, and to settle the rights of the complainants

amongst themselves cannot be said to be a convenient way for all concerned to attain the end aimed at, and is multifarious and should be dismissed on demurrer.

TUCKER'S ADM'R v. NORFOLK & WESTERN RAILROAD CO.—Decided at Richmond, February 6, 1896.—*Harrison*, J:

1. RAILROADS—*Personal injury—Contributory negligence—Proximate cause—Notice—Belief—Care.* In an action against a railroad company for personal injury the plaintiff should recover, notwithstanding his contributory negligence if the injury of which he complains was proximately caused by the omission of the defendant, after such notice of the plaintiff's danger as would put a prudent man on his guard to use ordinary care to avoid the injury. It is not necessary that the defendant should actually know of the plaintiff's danger. It is enough if he have such notice or belief as would put a prudent man on his guard to avoid the injury, and fails to use such care as a prudent man would use under like circumstances.

2. RAILROADS—*Trespasser—Foresight—Protection—Notice—Object near track—Duty of company.* A railroad company does not owe the duty of foresight to a trespasser on its track. The duty of protection only arises when it has sufficient notice or reason to believe that he is in danger. The fact that the track is straight for a considerable distance and the line of vision unobstructed, and that an object which is believed to be inanimate is seen lying near the track, does not impose upon the company the necessity of stopping or reducing the speed of its train before reaching the object, in order to ascertain whether it be an animate or inanimate object. If, in the exercise of due care and keeping a constant lookout, the object is not ascertained to be a human being until too late to avert contact with it, the company is not liable for the consequences of such contact.

RICHMOND GRANITE CO. v. BAILEY.—Decided at Richmond, February 6, 1896.—*Keith*, P:

1. PERSONAL INJURIES—*Vice Principal—Fellow-servant—Negligence.* The foreman in charge of a stone quarry, which is being operated by a company, who has general superintendence over the workmen, and makes rules for their guidance and abrogates them at his pleasure; who divides the workmen into squads and appoints foremen for the squads, and who is the highest officer in rank of the company at the quarry, is not a fellow-servant with one of the workmen in the quarry, but occupies to him the relation of vice principal, and the company is liable for injuries inflicted through his negligence. In the case at bar the injury was inflicted through the negligence of such foreman.

2. MASTER AND SERVANT—*Safe place to work—Suitable machinery—Rules and regulations.* It is the duty of the master to furnish his employees a safe place in which to do the work assigned to them; to furnish suitable materials and machinery; to establish and promulgate rules which will give them reasonable protection from injury; and to guard them against such accidents and casualties as may be reasonably foreseen. In the case at bar, these duties were either neglected by the company, which would be negligence; or they were entrusted to the fore-